



Comptroller General
of the United States
Washington, D.C. 20548

131204

Decision

Matter of: Tulane University

File: B-259912

Date: April 21, 1995

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Joel R. Feidelman, Esq., and Anne B. Perry, Esq., Fried, Frank, Harris, Shriver & Jacobson, for Associates in Rural Development, Inc., an interested party.

Karl Fickenschner, Esq., Agency for International Development, for the agency.

Christine F. Davis, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Award to an offeror whose proposal earned the highest combination of cost and technical points is unobjectionable, since an agency may use the scores achieved under the cost/technical formula specified in the solicitation as the basis for its cost/technical tradeoff.

2. Because a debriefing is only an explanation of the selection decision, not the selection decision itself, a protester may not establish the existence of evaluation improprieties by depending only upon information obtained at a debriefing and disregarding the evaluation documentation that reasonably supports the agency's conclusions.

DECISION

Tulane University protests the award of a contract to Associates in Rural Development, Inc. (ARD) under request for proposals (RFP) No. OP/A/AOT-94-P-004, issued by the Agency for International Development (AID), for contractor assistance in implementing AID's Famine Early Warning System (FEWS) Project.

We deny the protest.

The FEWS Project is a famine prevention initiative covering sub-Saharan Africa. The role of the FEWS contractor is to provide timely and accurate information about potential famine conditions, so that decision-makers in the United

States and in the host countries may adopt appropriate famine prevention measures. In addition to disseminating information about potential famine conditions, the FEWS contractor is expected to provide "capacity-building" assistance, which involves the creation of indigenous organizations to perform famine prevention work.

Tulane has been the FEWS contractor since the project's inception in 1985. On July 1, 1994, AID issued the instant RFP to solicit these services under a successor contract for 2 base years plus 3 option years. The RFP combined two contracts: a "core contract" to be awarded on a cost-plus-fixed-fee basis and a "companion contract" to be awarded on a time-and-materials, requirements basis. The companion contract authorized the government to issue delivery orders for specific requirements that might arise based upon information developed under the core contract.

The RFP contained separate pricing schedules for the core and companion contracts. The pricing schedules for the companion contract corresponded to the various contract periods. These schedules solicited salaries for specified labor categories and "multipliers" reflecting the offeror's other expenses (e.g., indirect costs, overhead, profit, and other direct costs). In addition to these pricing schedules, the RFP contained line items inviting offerors to propose different multipliers for the base period and each option period. The RFP advised that the multipliers would be fixed during the contract period proposed and, when applied to the salaries proposed, would yield fixed rates applicable to delivery orders issued during that contract period.¹

The RFP provided for award on a best value basis. The RFP stated that the technical evaluation was worth 70 percent of the evaluation points and the cost evaluation was worth 30 percent. The cost evaluation was to include the core and companion contracts for all contract periods; according to the RFP, "[o]ne-half of the cost evaluation will be based on the price of the [companion] requirements contract, one half will be based on the [core] cost reimbursement contract." The RFP provided that technical proposals would be evaluated against seven evaluation factors and numerous subfactors on a 2000-point scale. The technical evaluation factors were: (1) Responsiveness and Technical Quality of Proposal (500 points); (2) Ability to Perform Tasks Commensurate with Assigned Contractor Responsibilities (550 points);

¹On August 2, Tulane requested clarification about the multipliers to be proposed for the companion contract. AID provided a written response to the protester's question on August 8.

- (3) Project Management Strategy and Workpla . (100 points);
- (4) Qualifications and Experience of Long-Term Personnel (550 points); (5) Short-Term Personnel (75 points);
- (6) Information Dissemination (75 points); and
- (7) Institutional Qualifications and Capabilities (150 points).

The RFP provided a formula to determine the proposal whose combined technical and cost scores represented the best value to the government. Specifically, the RFP provided that the low evaluated cost proposal would earn the maximum number of cost points and the remaining proposals would earn a relative percentage of those points. Similarly, the highest-rated technical proposal would earn the maximum number of technical points and the remaining proposals would earn a relative percentage of those points. After determining a proposal's cost and technical scores, a multiplier of 70 percent would be applied to the technical score, and a multiplier of 30 percent would be applied to the cost score. The resulting cost/technical score achieved by a proposal would be expressed on a 100-point scale.

Five firms, including Tulane and ARD, submitted proposals by the August 15 closing date. The agency conducted a round of discussions and received best and final offers from all five offerors by November 28. A Technical Evaluation Panel (TEP) evaluated offerors' technical proposals on the 2000-point scale. A proposal submitted by Chemonics International, Inc. earned the most technical points (1710 points), followed by ARD's proposal (1673 points) and Tulane's proposal (1534 points). Tulane submitted the overall low-cost proposal at \$25,668,037 for the core and companion contracts. ARD's overall cost proposal was \$27,958,955, and Chemonics's overall cost proposal was \$29,752,205.²

On December 9, the contracting officer determined the offerors' cost/technical scores according to the formula stated in the RFP as follows:

	Cost <u>Score</u>	Technical <u>Score</u>	Total <u>Score</u>
ARD	27.54	68.49	96.03
Chemonics	25.38	70.00	95.88
Tulane	30.00	62.80	92.80

²Although Tulane submitted the overall low-cost proposal, its price for the companion contract was the highest of those received. Tulane's price for the companion contract was \$7,102,064 while, in comparison, ARD's price for the companion contract was \$5,957,248.

Because ARD's proposal achieved the highest cost/technical score, the contracting officer recommended award to that firm. Tulane received a debriefing on December 20, and this protest followed.

Tulane first objects to the agency's application of the RFP's cost/technical tradeoff formula to determine the most advantageous proposal. The protester argues that AID was required to perform a cost/technical tradeoff analysis to determine whether the awardee's technical superiority was worth the associated cost premium. Tulane's allegation lacks merit. The cost/technical tradeoff formula stated in the RFP already accounted for both technical merit and cost. Our Office has specifically recognized the propriety of using such a formula in selecting an offeror. See Stone & Webster Eng'g Corp., B-255286.2, Apr. 12, 1994, 94-1 CPD ¶ 306; Management Sys. Designers, Inc., B-244383.3, Sept. 30, 1991, 91-2 CPD ¶ 310. Because ARD earned the highest combined cost/technical score under the specified formula, the agency was not required to perform any further cost/technical tradeoff analysis to justify the selection decision. Id.

Tulane next protests that AID provided misleading advice in responding to Tulane's request for clarification regarding the companion contract pricing schedules. Tulane claims that AID instructed it to propose only one multiplier for the base and option periods, when AID was in fact prepared to accept different multipliers for the various contract periods. This allegation lacks merit. The RFP was clear that offerors could propose different multipliers for each contract period, and AID's advice did not conflict with the RFP's unambiguous terms. Rather, AID clarified that only one multiplier could be proposed in response to Tulane's question whether it could propose different multipliers for the prime contractor and each subcontractor. If Tulane interpreted AID's response to mean that it could propose only one multiplier for every contract period, this interpretation, which would ignore the context of AID's remarks and the express terms of the RFP, was not

reasonable.³ See Advanced Telecommunications Corp., B-233274, Feb. 24, 1989, 89-1 CPD ¶ 204.

Tulane next protests that AID disregarded the RFP evaluation scheme in calculating offerors' cost scores. Tulane notes that the RFP provided that "[o]ne half of the cost evaluation will be based on the price of the [companion] requirements contract, one half will be based on the [core] cost reimbursement contract."⁴ Based upon this provision, Tulane claims that AID should have calculated the score for the core contract separately from the score for the companion contract, assigning each component 15 percent of the total evaluation weight. Instead, AID added offerors' costs and prices together, and assigned the combined cost a 30 percent evaluation weight.

Without commenting on the merits of this allegation, it is apparent (and is essentially conceded by Tulane) that Tulane suffered no prejudice as a result of the alleged evaluation error. In this regard, the alternate formula suggested by Tulane would have emphasized the price of its companion contract, which was the highest of those received, and would thus have operated to Tulane's competitive detriment. Specifically, had that formula been applied, Tulane's proposal would have dropped to fourth place in the overall competitive ranking. Accordingly, we see no reason to consider this protest allegation. See Compuware Corp., B-223920, Sept. 10, 1986, 86-2 CPD ¶ 282.

Tulane next protests that AID miscalculated its technical proposal in certain respects. As discussed below, Tulane's allegations stem almost exclusively from information it received at its debriefing. Because a debriefing is only an

³It is also worth noting that Tulane has not indicated how it was prejudiced by AID's supposedly misleading advice. Specifically, the protester has never explained how it would have lowered its companion contract price using different multipliers for the various contract periods. See Colonial Storage Co.--Recon., B-253501.8, May 31, 1994, 94-1 CPD ¶ 335. While Tulane notes that the awardee escalated its multipliers over the life of the contract, the protester does not explain how its companion contract price would have been anything but higher had it known this methodology was possible.

⁴Tulane also argues that the RFP did not specify how AID would calculate offerors' companion contract prices. This challenge concerns an alleged solicitation defect, which Tulane should have protested before the initial proposal receipt date. Consequently, this allegation is untimely and will not be considered. See 4 C.F.R. § 21.2(a)(1) (1995).

explanation of the selection decision, not the selection decision itself, our Office is primarily concerned with whether the selection decision itself was proper and supported by the record. Ebasco Constructors, Inc., et al., B-244406; et al., Oct. 16, 1991, 91-2 CPD ¶ 341. In this case, Tulane has generally failed to identify any evidence in the protest record to substantiate its assertions that AID misevaluated its technical proposal with respect to the matters mentioned in the debriefing or in any other respect. This is so despite the fact that protester's counsel was admitted to a protective order and had access to all evaluation documentation.⁵

For example, Tulane contends, based upon information obtained at the debriefing, that AID faulted the protester's proposal for emphasizing Tulane's incumbent contract experience, notwithstanding that the RFP allegedly encouraged offerors to highlight their past experience under several significant evaluation factors. Contrary to Tulane's allegations, the agency report reflects that the TEP generally rewarded Tulane for its past experience: e.g., TEP members commented "[t]he proposal's strongest point is the experience gained from administration of the current FEWS project," and "[Tulane's] proposal is built upon the strengths of [Tulane's] highly successful implementation of FEWS." While Tulane's prior experience was generally considered an asset, the TEP noted specific instances where the protester failed to differentiate between the requirements of the predecessor contract and the unique requirements of the current RFP. The protester does not dispute any of the specific weaknesses identified by the TEP in this respect, other than to persist in its complaint that "AID found some sort of deficiency with Tulane's reliance on its past experience."⁶ Under the circumstances, the protester's objection to the agency's evaluation constitutes no more than mere disagreement with the evaluation results, which does not demonstrate that the

⁵For example, Tulane repeatedly references a comment at the debriefing that Tulane's proposal was "excellent" without addressing the detailed evaluation documentation that showed it was rated lower technically than two other proposals.

⁶In a related vein, Tulane contends that it should have received a discussion question advising that its proposal devoted too much attention to past experience. This argument ignores the fact that the protester received several detailed discussion questions, which highlighted the specific ways in which Tulane's emphasis of its past experience may have inhibited its ability to address the unique RFP requirements.

evaluation was flawed. See MAR Inc., B-246889, Apr. 14, 1992, 92-1 CPD ¶ 367.

Tulane also alleges that AID advised it during the debriefing that its proposal did not adequately address its approach to "Capacity Building." Tulane claims that "Capacity Building" was only a 100-point subfactor under the RFP, but its asserted weakness in this area apparently resulted in a significant reduction to Tulane's technical score. Again, although Tulane received all documentation showing how the TEP panel members scored its proposal under each evaluation factor and subfactor, as well as the members' accompanying narrative descriptions, Tulane has not supported its speculation that the TEP departed from the stated evaluation scheme in scoring its proposal. Nor has the protester shown that the weaknesses identified in its approach to "capacity building" were unreasonable. In any case, contrary to Tulane's unsupported allegations, our review of the record does not disclose that the TEP gave "Capacity Building" undue weight or otherwise improperly evaluated Tulane's proposal in this regard.


Tulane next argues that it did not receive meaningful discussions concerning two aspects of its technical proposal--a subcontractor relationship evaluated under the "Project Management Strategy and Workplan" factor and the quality of its research evaluated under a "Responsiveness and Technical Quality" subfactor. Even assuming Tulane is correct in these respects, Tulane was not prejudiced. Specifically, even if Tulane's proposal earned the maximum number of evaluation points available under these factors, its proposal would still remain in third place based upon the RFP cost/technical tradeoff formula. See Microeconomic Applications, Inc., B-258633.2, Feb. 14, 1995, 95-1 CPD ¶ 82. Thus, we will not consider these arguments.

Tulane finally protests that AID overrated the qualifications of the awardee's proposed "Long-Term Personnel." As noted above, Tulane has not established that AID misevaluated its own proposal. Even if we agreed with

⁷In addition, Tulane initially protested that it did not receive a discussion question concerning capacity building. In fact, Tulane received three discussion questions concerning capacity building, and the protester subsequently abandoned this allegation in its comments to the agency report.

Tulane that ARD's proposal was overrated in this one aspect, the second-ranked firm (whose evaluation Tulane does not challenge), not Tulane, would be in line for award based on the award formula. Accordingly, Tulane is not an interested party to raise this allegation. 4 C.F.R. § 21.0(a); See American Indian Business & Technologies Corp., B-238470, May 25, 1990, 90-1 CPD ¶ 502.

The protest is denied.


for Robert Murphy
General Counsel